

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Keith Pursell, Project Manager, Capital Projects, 954-797-1191

**PREPARED BY:** Keith Pursell, Project Manager, Capital Projects, 954-797-1191

**SUBJECT:** Resolution  
Project Name and Location: Hiatus Road Street Lighting

**AFFECTED DISTRICT:** District 3

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN FPL AND THE TOWN OF DAVIE FOR AN ENERGY AND MAINTENANCE AGREEMENT FOR FIVE (5) STREET LIGHTS ALONG HIATUS ROAD BETWEEN SW 26TH STREET AND SW 23<sup>RD</sup> STREET. (not budgeted - \$253.20/year)

**REPORT IN BRIEF:** Residents have requested the installation of Five (5) streetlights along the Hiatus Road Corridor between SW 26<sup>th</sup> Street and SW 23<sup>rd</sup> Street for safety issues. The entire length of Hiatus Road between Orange Drive and SR 84, with exception of the lights in question, has been lit. The lights will be installed on existing FPL Poles that line the road at the north entrance of the Hiatus Road Round About to provide additional illumination of the road leading into the Round About. This agreement is for the Town of Davie to accept the responsibility of the cost for energy and maintenance of the new street lights.

**PREVIOUS ACTIONS:**

**CONCURRENCES:**

**FISCAL IMPACT:** Yes

Has request been budgeted? No

Account Name: Street Lighting Utility Services 001-0703-541-4301

If no, amount needed: \$253.20 per year

What account will funds be appropriated from: 001-0703-541-4301 Street Lighting Utility Services

**RECOMMENDATION(S):** Approval of Agreement

**Attachment(s):** Street Lighting Agreement, Cost

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,  
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
BETWEEN FPL AND THE TOWN OF DAVIE FOR AN ENERGY  
AND MAINTENANCE AGREEMENT FOR FIVE (5) STREET LIGHTS  
ALONG HIATUS ROAD BETWEEN SW 26TH STREET AND SW  
23<sup>RD</sup> STREET.

WHEREAS, it is of mutual benefit to the residents of the Town of Davie to  
illuminate the trafficways by installation and maintenance of street lighting systems; and

WHEREAS, the agreement provides for the installation, the energy, and  
maintenance of the new FPL approved street lights for Hiatus Road.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN  
OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby authorizes the Mayor and Town  
Administrator to enter into an agreement between FPL and the Town of Davie for an  
Energy and Maintenance Agreement for the streetlights for Hiatus Road.

SECTION 2. This resolution shall take effect immediately upon its passage and  
adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_

\_\_\_\_\_  
MAYOR/COUNCILMEM  
BER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.



FPL Account Number: **26786-54886**  
FPL Work Order Number: **3272486**

### STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, **Town of Davie** (hereinafter called the Customer), requests on this **10** day of **September, 2008**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) **Install 5 (100W, 9500 Lumen SCH's ) on existing poles from SW 26<sup>th</sup> St – SW 23<sup>rd</sup> St , on the east side of Hiatus Rd.** located in **Davie/Broward**, Florida.  
(city/county)

- (a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed			Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
9500	SCH	5			

Poles Installed		Poles Removed		Conductors Installed		Conductors Removed	
Pole Type	# Installed	Pole Type	# Removed				
				Feet not Under Paving		Feet not Under Paving	
				Feet Under Paving		Feet Under Paving	

- (b) Modification to existing facilities other than described above (explain fully):

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

#### FPL AGREES:

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

#### THE CUSTOMER AGREES:

- To pay a contribution in the amount of \$ **0** prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
  - a. the addition of street lighting facilities;
  - b. the removal of street lighting facilities; and
  - c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
15. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
16. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Town of Davie  
Customer (Print or type name of Organization)

By: \_\_\_\_\_  
Signature (Authorized Representative)  
\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

FLORIDA POWER & LIGHT COMPANY

By: \_\_\_\_\_  
(Signature)  
J. R. Rynning, Jr.  
(Print or type name)

Title: Governmental Account Manager



Ray\_Rynning@fpl.com  
09/10/2008 12:24 PM

To: Keith\_Pursell@davie-fl.gov, dan\_oyley@davie-fl.gov  
cc: James\_Talley@fpl.com, manny\_diez@davie-fl.gov  
bcc:  
Subject: Town of Davie Street Light Request SW 26th St- 23Rd St E/S Hiatus Rd

Dan/Keith, attached is a lighting agreement for the 5 fixtures along Hiatus, from SW 26th St - 23rd, E/S of Hiatus existing poles. I met James Talley on location, to discuss these locations, along with the single light/pole on the NW Corner of the 26th St Roundabout.

James, is checking to make sure we can pull off the pole that the conduit has been placed by Davie. In his opinion the pole is a busy pole, with a lot of existing facilities/hardware. He commented we might have to come from a different direction? He is to check into this and let us know the decision. At that time there will be another street light agreement to sign, for the single light and concrete pole.

In the mean time, here are the 5- fixtures and the additional monthly increase to your street light billing. Please let me know when this is approved/ signed and I'll come by and pick it up.

If I can be of further assistance let me know.

(See attached file: Install 5 -100W SCH SW 26th St - 23rd St ES Hiatus Rd Agreemnet.pdf)

**As Billed Rate Factors of 8/1/2008 - 12/2008			
Enter Quantity	Basis	Factor	Charge
Enter Lamp Wattage	5		
KWH/Mo. Estimate (per street light)	100		
	41		
Street Light Charge (select code below)			\$ -
Fuel Charge	205	\$ 0.86	\$4.30
Conservation Charge	205	\$ 0.06264	\$12.84
Environmental Charge	205	\$ 0.00085	\$0.17
Capacity Charge	205	\$ 0.00029	\$0.06
Storm Charge	205	\$ 0.001940	\$0.40
FPL Amount	205	\$ 0.007970	\$1.63
Gross Receipts Tax	\$ 19.41		\$ 19.41
Subtotal		2.5641%	\$0.50
Franchise Charge	\$19.90	6.022%	\$19.90
<b>Total Monthly Amount</b>			<b>\$21.10</b>

Ray Rynning  
Governmental Account Manager  
Central Broward Office  
Cell: 954-275-1526  
Office: 954-321-2259  
Fax: 954-321-2173  
Bpr: (800) 447-2433 #7809



eMail: [ray\\_rynning@fpl.com](mailto:ray_rynning@fpl.com) Install 5 - 100W SCH SW 26th St - 23rd St ES Hiatus Rd Agreemnet.pdf